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NEW APPLICATION

LAW OFFICES

FENNEMORE CRAIG

A PROFESSIONAL CORPORATION

2002 NOV 15 P 4: 25

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Arizona Corporation Commission

DOCKETED

NOV 15 2002

**AZ CORP COMMISSION
DOCUMENT CONTROL**

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DOCKETED BY 

November 15, 2002

**T-01051B-02-0855
T-03654A-02-0855**

BY HAND DELIVERY

Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

Re: In the Matter of the Application of Qwest Corporation for Approval of a Data Exchange Amendment to the Interconnection Agreement with Level 3 Communications, LLC

Dear Madame or Sir:

Please find enclosed a Data Exchange Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and Level 3 Communications, LLC ("Level 3").

The Amendment is made in order to modify the terms, covenants and conditions for Data Exchange as set forth in the Amendment. The Arizona Corporation Commission approved the underlying Agreement between Qwest and Level 3 on January 31, 2002 in Docket Nos. T-01051B-00-0882 and T-03654A-00-0882, Decision No. 64397. Enclosed is a service list for these dockets.

Please contact me at (602) 916-5345 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

FENNEMORE CRAIG


Darcy Renfro

Enclosures

cc: Michelle Krezek, Level 3 Communications, LLC
Michael Romano, Level 3 Communications, LLC
Ernest G. Johnson, ACC Utilities Division
Chris Kempley, Chief Counsel, ACC Legal Division

FENNEMORE CRAIG

Docket Control
November 15, 2002
Page 2

Service List for Docket T-01051B-00-0882 and T-03654A-00-0882

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1200 West Washington
Phoenix, AZ 85007

Ernest G. Johnson
Utilities Division
ARIZONA CORPORATION COMMISSION
1200 West Washington
Phoenix, AZ 85007

**Amendment to the Interconnection Agreement
between
Level 3 Communications, LLC
and Qwest Corporation
for the State of Arizona**

This Amendment ("Amendment") is made and entered into by and between Level 3 Communications, LLC ("CLEC") and Qwest Corporation ("Qwest").

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("the Agreement") for service in the state of Arizona that was approved by the Arizona Corporation Commission ("Commission") on January 31, 2002, as referenced in Docket Nos. T-03654A-00-0882, T-01051B-00-0882, Decision No. 64397; and

WHEREAS, the Parties wish to amend the Agreement by adding terms and conditions relating to data exchange for the billing of intraLATA switched access.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms.

The Agreement is hereby amended by adding the following to Section 7.7.1:

7.7.1 "CLEC agrees to utilize Qwest's customer billing records and/or reports, subject to audit, for intraLATA switched access billing to Qwest and Qwest will provide such records and/or reports in a commercially reasonable time period. At such time that CLEC has all information required to accurately track and bill intraLATA switched access calls and upon mutual agreement by the Parties, CLEC will utilize CLEC's customer billing records and/or reports, subject to audit, for intraLATA switched access billing."

2. Effective Date.

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Amendments; Waivers

The provisions of this Amendment, including the provisions of this sentence, may not be interpreted, amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or

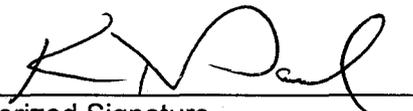
not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

4. Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Level 3 Communications, LLC



Authorized Signature

Kevin Paul

Name Printed/Typed

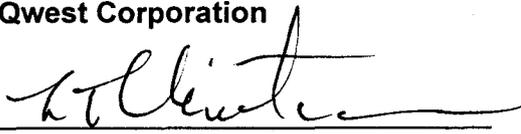
VP - Softswitch Deployment

Title

October 28, 2002

Date

Qwest Corporation



Authorized Signature

L. T. Christensen

Name Printed/Typed

Director - Business Policy

Title

11/1/02

Date